

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA

U.S. COMMODITY FUTURES )  
TRADING COMMISSION and )  
OKLAHOMA DEPARTMENT OF )  
SECURITIES *ex rel.* IRVING L. FAUGHT, )  
 )  
Plaintiffs, )  
 )  
v. ) Case No. 09-cv-1284 (DLR)  
 )  
PRESTIGE VENTURES CORP., a )  
Panamanian corporation, FEDERATED )  
MANAGEMENT GROUP, INC., a Texas )  
corporation, KENNETH WAYNE LEE, an )  
individual, and SIMON YANG (a/k/a XIAO )  
YANG a/k/a SIMON CHEN), an individual, )  
 )  
Defendants; )  
and )  
 )  
SHEILA M. LEE, an individual, DAVID A. )  
LEE, an individual, and DARREN LEE, an )  
individual, )  
 )  
Relief Defendants. )

**REPORT OF RECEIVER REGARDING SALE OF  
1660 JORRINGTON, MT. PLEASANT, SOUTH CAROLINA**

Stephen J. Moriarty, as Receiver (“Receiver”) for Prestige Ventures Corp., Federated Management Group, Inc., Kenneth Wayne Lee, Simon Yang, Sheila M. Lee, David A. Lee and Darren Lee (collectively the “Prestige Defendants”) hereby makes his report to the Court regarding the sale of 1660 Jorrington, Mt. Pleasant, South Carolina.

**BACKGROUND**

1. On November 20, 2009, U.S. Commodities Futures Trading Commission and Oklahoma Department of Securities ex rel. Irving L. Faught (collectively "Plaintiffs") commenced this action alleging that the Prestige Defendants, acting directly or through their agents, employees or officers, fraudulently solicited and accepted at least \$8.7 million from at least 140 members of the general public (the "Investors") to participate in commodity pools for trading commodity futures contracts and other financial instruments, including stocks, stock options, and foreign currency. *Doc. # 4.*

2. On November 20, 2009, this Court entered a Statutory Restraining Order and Order appointing Receiver for the Prestige Defendants (the "Order"). *Doc. # 9*, as amended on March 4, 2010 by *Doc. # 36*. Pursuant to the Order, Receiver was directed to (a) take possession of all assets of the Prestige Defendants, (b) secure the residential and business assets of the Prestige Defendants, and (c) initiate any action to preserve or increase the assets of the Prestige Defendants. *Id., at par. 27 (b), (c) and (h).*

3. On November 29, 2010, this Court entered an order finding that Kenneth Lee and Sheila Lee's residence, having a legal description of Lot 30, Phase 2A, Berkleigh at Parkwest, Mt. Pleasant, Charleston County, South Carolina, street address 1660 Jorrington Street, Mt. Pleasant, South Carolina (the "Kenneth and Sheila Lee Residence"), was purchased with funds received by the Prestige Enterprise from investors and is an asset of the Prestige Enterprise (the "November 29, 2010 Order"). *Doc. # 131 at p. 3, par. 7.* The Court ordered that Receiver was authorized to take possession of, market and sell the Kenneth and Sheila Lee Residence and to take all actions necessary to close such sale including, but not limited to, (a) retention of real estate professionals, brokers and/or auctioneers, (b) execution of a deed, bill of sale or other

conveyance document and (c) payment of a reasonable real estate commission and/or auctioneer fee. *Id.*, at p. 7, par. 1. Finally, the November 29, 2010 Order directed that Kenneth and Sheila Lee vacate the Kenneth and Sheila Lee Residence within twenty (20) days. *Id.*, at p. 8, par. 2.

4. On November 30, 2010, Receiver entered into a Listing Agreement with Keller Williams regarding the Kenneth and Sheila Lee Residence. A copy of the Listing Agreement is attached hereto as Exhibit "A". Though the Kenneth and Sheila Lee Residence was listed for sale, it could not be shown until Kenneth and Sheila Lee vacated the premises.

5. On December 8, 2010, Kenneth and Sheila Lee filed Motions to Reconsider the November 29, 2010 Order. *Doc. # 136 and 137.*

6. On December 9, 2010, Kenneth and Sheila Lee filed their Notice of Appeal from the November 29, 2010 Order. *Doc. # 139.*

7. On December 13, 2010, Kenneth and Sheila Lee filed a Motion to Stay the November 29, 2010 Order. *Doc. # 142.*

8. On January 13, 2011, the Court entered an Order denying Kenneth and Sheila Lee's Motion to Stay the November 29, 2010 Order. *Doc. # 160.*

9. On January 13, 2011, the Court entered an Order denying Kenneth and Sheila Lee's Motions to Reconsider the November 29, 2010 Order. *Doc. # 161.*

10. On January 13, 2011, Receiver notified Kenneth and Sheila Lee, in writing of the need to vacate the Kenneth and Sheila Lee Residence on or before February 2, 2011. A copy of the letter is attached hereto as Exhibit "B".

11. On January 27, 2011, Kenneth and Sheila Lee filed their Motion to Stay Judgment and Receivership with the 10<sup>th</sup> Circuit Court of Appeals.

12. On January 31, 2011, the 10<sup>th</sup> Circuit Court of Appeals denied the Motion to Stay Judgment and Receivership.

13. On February 2, 2011, Kenneth and Sheila Lee filed their Motion to Reconsider the 10<sup>th</sup> Circuit Court of Appeals denial of their Motion to Stay Judgment and Receivership.

14. On February 4, 2011, the 10<sup>th</sup> Circuit Court of Appeals denied the Motion to Reconsider the denial of the Motion to Stay Judgment and Receivership.

15. Receiver continued to work to get Kenneth and Sheila Lee to voluntarily vacate the Kenneth and Sheila Lee Residence. Copies of an e-mail chain between Receiver and Kenneth Lee is attached hereto as Exhibit "C". Finally, Kenneth and Sheila Lee agreed to vacate the Kenneth and Sheila Lee Residence on February 20, 2011 and Receiver took possession of the Kenneth and Sheila Lee Residence on February 21, 2011.

**EFFORTS TO SELL THE KENNETH AND SHEILA LEE RESIDENCE**

16. The Kenneth and Sheila Lee Residence was shown to prospective buyers on 20 separate occasions. A copy of the Showing Report is attached hereto as Exhibit "D".

17. The highest and best offer for the Kenneth and Sheila Lee Residence was submitted by John Marcus Aguayo and Lori Aguayo in the amount of \$312,500.00 (the "Aguayo Contract"). A copy of the Aguayo Contract is attached hereto as Exhibit "E".

18. Through the efforts of Keller Williams and Steve Parsons (the listing agent), the Aguayo Contract was prepared and delivered to Receiver. Keller Williams and Steve Parsons believe the offer of John Marcus Aguayo and Lori Aguayo to purchase the Kenneth and Sheila Lee Residence for \$312,500.00 was fair and reasonable.

19. The Aguayo Contract was the product of arms-length negotiations and its acceptance was in the best interest of the Investors.

20. Receiver accepted the Aguayo Contract.

21. On April 13, 2011, the sale of the Kenneth and Sheila Lee Residence was closed. A copy of the HUD-1 Settlement Statement is attached hereto as Exhibit "F".

22. Receiver is in possession of the net proceeds from the sale (\$290,078.70) and has deposited them in a Prestige Defendants account pending further order of this Court.

**DATED APRIL 14, 2011**

/s/ Stephen J. Moriarty  
Stephen J. Moriarty, OBA #6410  
FELLERS, SNIDER, BLANKENSHIP,  
BAILEY & TIPPENS, P.C.  
100 North Broadway, Suite 1700  
Oklahoma City, Oklahoma 73102  
Main Phone: (405) 232-0621  
Facsimile: (405) 232-9659

RECEIVER

**CERTIFICATE OF SERVICE**

I hereby certify that on April 14, 2011, I electronically transmitted the attached document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants: James Holl, Patricia A. Labarthe, Katherine S. Driscoll and Terra S. Bonnell.

I hereby certify that on April 14, 2011, a true and correct copy of the above and foregoing document was mailed by regular first class mail, postage prepaid, to:

Simon Yang  
1912NW176thTerrace  
Edmond, OK 73012

Darren Lee  
2676 Palmetto Blvd.  
Mount Pleasant, SC 29466

Kenneth Lee  
1660 Jorrington Street  
Mount Pleasant, SC 29466

David Lee  
2676 Palmetto Blvd.  
Mount Pleasant, SC 29466

Sheila Lee  
1660 Jorrington Street  
Mount Pleasant, SC 29466

/s/ Stephen J. Moriarty  
Stephen J. Moriarty

562703

**EXHIBIT "A"**



**EXCLUSIVE RIGHT TO SELL AGREEMENT  
LISTING AGREEMENT**

In consideration of the covenants herein contained, Stephen J. Moriarty, Esq.,  
Sole Property Owner(s) (hereinafter called "OWNER") and Keller Williams  
Real Estate Company (hereinafter called "BROKER"), agree as follows:

For the period of time beginning on November 30, 2010, and ending at midnight on October 31, 2011, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot na Block na Section na Subdivision Park West

Address 1660 Jarrington St.

Tax Map # 594-12-00-488 City Mount Pleasant Zip 29466

County of Charleston, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here. Stove, Dishwasher

**1. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)**

NA Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a dual agent or a designated agent in a specific transaction.

If asked:

NA Permission to act as a dual agent will not be considered.

NA Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Dual Agency Agreement.

NA Permission to act as a designated agent will not be considered.

NA Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Designated Agency Agreement.

**2. COMPENSATION TO OTHER AGENTS**

Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other agents. Owner authorizes the Broker to cooperate and to compensate the following: (CHECK ALL APPLICABLE CHOICES)

Subagents  Buyer Agents  Dual Agents  Designated Agents  None (if this box is checked, property cannot be placed in the multiple listing service.)

**3. TERMS: As follows:**

A. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of Three Hundred Fifty-Nine Thousand Dollars (\$ 359,000.00 ) and in return Owner agrees to pay Broker a fee of \$ na or a commission of 6.000 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to Owner. Owner understands that Broker shall pay cooperating agents a fee of \$ na or a commission of 3.000 % of gross sales price. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless specified under Paragraph 25. The brokerage fee shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

NA OWNER,  OWNER, AND SWP BROKER HAVE READ THIS PAGE.

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Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 30 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

4. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

**OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.**

5. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ na for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and

 OWNER, [ ] OWNER, AND  BROKER HAVE READ THIS PAGE.

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- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this agreement which was received during the course of this agreement in accordance with South Carolina law.

**8. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT:** Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including Indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

**9. DISCLOSURE:** Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

**10. TAXES:** Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

**11. COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

**12. MULTIPLE LISTING SERVICE:** The property  shall be  shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

**13. LOCKBOX:** Owner  agrees  does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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Owner further acknowledges that neither Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

14. **INTERNET MARKETING:** Owner  agrees  does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.

15. **OTHER OFFERS:** Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this agreement, whichever occurs first.

16. **MARKETING THE PROPERTY:** The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

17. **NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

18. **MAINTENANCE:** Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

19. **AGREEMENT TO SELL:** When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

20. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

21. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

22. **FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

23. **FACSIMILE:** The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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24. **ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

25. **OTHER TERMS AND CONDITIONS:** Price shall be adjusted to 350,000 in 4 weeks if there are no offers. No showings until occupants are evicted on Dec 20th 2010.

THE UNDERSIGNED HEREBY WARRANTS THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: Stephen J. Moriarty, Esq. Date 11/30/2010 Time \_\_\_\_\_  
*Received for Kenneth J. Moriarty*

Email: SMORIARTY@fellersnyder.com Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Owner: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Real Estate Firm: Keller Williams Phone: (843) 460-5700

By: Steve Parsons Date 11/30/2010 Time 1:00 PM

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LOCK BOX AUTHORIZATION ADDENDUM

The undersigned (SELLER) having entered into a listing agreement with Keller Williams Realty (BROKER) dated 11/30/10 pertaining to the sale of 1660 Jarrington St - Mt. Pleasant SC 29466 (PREMISES) hereby authorizes BROKER to use a SentiLock lock box. SELLER acknowledges:

1. A lock box is designated as a repository of a key to the above Premises, permitting access to the interior of the Premises by Participants of the Charleston Trident Multiple Listing Service, Inc. (MLS), and their authorized licensees. Entry by unauthorized persons is possible due to circumstances beyond the control of BROKER or MLS.
2. BROKER advises and requests SELLER safeguarding or removal of valuables now located within said Premises.
3. It is not a requirement of MLS or BROKER that a SELLER allow use of a lockbox. The decision to utilize the lockbox is made solely by the SELLER.
4. Where a tenant/lessee occupies the property, the tenant/lessee consent is required.

SELLER further acknowledges that neither the listing BROKER, any subagent of the Listing BROKER, or any other cooperating broker, the Charleston Trident Association of REALTORS®, or the MLS is an insurer against the loss of SELLER'S personal property; SELLER is advised to verify the existence of, or obtain personal property insurance through SELLER'S insurance agent. SELLER releases BROKER, the MLS and the Charleston Trident Association of REALTORS® from any responsibility for loss of, or damage to property resulting from use of the lockbox.

Receipt of a copy is hereby acknowledged.

Date <u>11-30-10</u>	Date _____
SELLER <u>[Signature]</u>	SELLER _____

TENANT The TENANT and BROKER have discussed the safeguarding and assuring during the listing period of personal property and valuables located within said PREMISES. The undersigned approves the above provisions and authorizes placement of a lockbox on the PREMISES. TENANT releases BROKER, the MLS and the Charleston Trident Association of REALTORS® from any responsibility for loss of, or damage to, property resulting from use of the lockbox.

Receipt of a copy is hereby acknowledged.

Date _____	Date <u>11-30-10</u>
TENANT: _____	BROKER <u>[Signature]</u>

FACSIMILE: The parties agree that this document may be communicated by use of a fax and the signatures, initials, and hand written or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.



Copyright Pending



**EXHIBIT "B"**



**FELLERS SNIDER**  
ATTORNEYS AND COUNSELLORS AT LAW  
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS, P.C.

OKLAHOMA CITY ■ TULSA

January 13, 2011

**STEPHEN A. MORIARTY**  
SHAREHOLDER  
ATTORNEY AT LAW

[smoriarty@fellerssnider.com](mailto:smoriarty@fellerssnider.com)

(VIA E-MAIL TO [klee88@prestigeventures.com](mailto:klee88@prestigeventures.com)  
and by REGULAR U.S. MAIL)

Kenneth and Sheila Lee  
1660 Jorrington  
Mt. Pleasant, SC 2946

Re: Re: *CFTC, et al., v. Prestige Ventures Corp.*, USDC, WDOK, Case N. 09-cv-1284  
Court Order of November 29, 2010  
Court Order of January 13, 2011 Denying Motion to Reconsider (enclosed)  
Court Order of January 13, 2011 Denying Motion for Stay (enclosed)

Dear Mr. and Mrs. Lee:

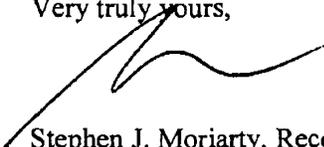
The Court has denied your Motion to Reconsider and your Motion for Stay. Pursuant to the terms of the November 29, 2010 Order, you are to vacate 1660 Jorrington (the "Premises") on or before February 2, 2011.

This is to advise you that I will take physical possession of the Premises on February 3, 2011. I would ask that you remove your personal possessions from the Premises prior to that time. Anything left on the premises will be considered abandoned. On February 3, 2011, I will be changing the locks and you will not have further access to the Premises.

If you have not vacated the Premises by February 2, 2011, I will be compelled to ask the U.S. Marshall to remove you on February 3, 2011.

If you should have any questions regarding the foregoing, please feel free to contact the undersigned.

Very truly yours,

  
Stephen J. Moriarty, Receiver for  
Prestige Ventures Corp., Federated  
Management Group, Kenneth and  
Sheila Lee, Darren Lee and David Lee

62510;WD554413

100 NORTH BROADWAY, SUITE 1700  
OKLAHOMA CITY, OKLAHOMA 73102-8820  
[www.fellerssnider.com](http://www.fellerssnider.com)  
TELEPHONE 405.232.0621 ■ FAX 405.232.9659

**EXHIBIT "C"**

## Stephen Moriarty

---

**From:** Stephen Moriarty  
**Sent:** Saturday, February 12, 2011 2:42 PM  
**To:** 'Ken'; 'darren lee'  
**Subject:** FW: CFTC v. Prestige, et al.

Please confirm that you will vacate the properties on or before 2/20/2011. I would hope that the properties would be timely vacated and that I would not have to involve third parties to secure your removal. I am trying not to make this any more difficult.

Stephen J. Moriarty, Esq.  
Fellers, Snider, Blankenship,  
Bailey & Tippens, P.C.  
100 N. Broadway Ave., Suite 1700  
Oklahoma City, OK 73102  
Main: 405/232-0621  
Direct : 405/239-7251  
Fax: 405/232-9659

e-mail: [smoriarty@fellerssnider.com](mailto:smoriarty@fellerssnider.com)

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---

**From:** Stephen Moriarty  
**Sent:** Wednesday, February 09, 2011 10:27 AM  
**To:** 'Ken'  
**Subject:** RE: CFTC v. Prestige, et al.

I'm sorry but the date cannot be extended. You will need to be out of the property by 2/20/11.

Stephen J. Moriarty, Esq.  
Fellers, Snider, Blankenship,  
Bailey & Tippens, P.C.  
100 N. Broadway Ave., Suite 1700  
Oklahoma City, OK 73102  
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**From:** Ken [mailto:[klee88@prestigeventures.com](mailto:klee88@prestigeventures.com)]  
**Sent:** Wednesday, February 09, 2011 10:26 AM  
**To:** Stephen Moriarty  
**Subject:** Re: CFTC v. Prestige, et al.

I have to ask that we be allowed to stay a little longer. My wife is on the verge of a nervous breakdown and I am trying to get enough funds to pay for storage. When I say we have no funds, I mean "0".

Please do all that you can for us.

----- Original Message -----

**From:** [Stephen Moriarty](mailto:Stephen.Moriarty@fellerssnider.com)  
**To:** 'Ken' ; 'darren lee'  
**Sent:** Monday, February 07, 2011 10:15 AM  
**Subject:** RE: CFTC v. Prestige, et al.

I will accommodate your request.

This will confirm your commitment that the houses will be voluntarily vacated on or before 2/20/11. As of 2/21/11 you will no longer have access to the houses and any property remaining will be deemed abandoned.

Stephen J. Moriarty, Esq.  
Fellers, Snider, Blankenship,  
Bailey & Tippens, P.C.  
100 N. Broadway Ave., Suite 1700  
Oklahoma City, OK 73102  
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e-mail: [smoriarty@fellerssnider.com](mailto:smoriarty@fellerssnider.com)

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---

**From:** Ken [mailto:klee88@prestigeventures.com]  
**Sent:** Monday, February 07, 2011 9:11 AM  
**To:** Stephen Moriarty  
**Subject:** Re: CFTC v. Prestige, et al.

I as that you give us until the 20th as I will have my Social Security check by then to pay for storage and some place to live.

----- Original Message -----

**From:** Stephen Moriarty  
**To:** 'darren lee' ; 'Ken Lee'  
**Sent:** Monday, February 07, 2011 9:42 AM  
**Subject:** RE: CFTC v. Prestige, et al.

Please vacate the houses on or before 2/13/11. I will be taking possession and changing the locks on 2/14/11. At that time you will no longer have access to the properties.

Stephen J. Moriarty, Esq.  
Fellers, Snider, Blankenship,  
Bailey & Tippens, P.C.  
100 N. Broadway Ave., Suite 1700  
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**From:** darren lee [mailto:dalee26@yahoo.com]  
**Sent:** Friday, February 04, 2011 4:01 PM  
**To:** Stephen Moriarty  
**Subject:** RE: CFTC v. Prestige, et al.

It will take around a week for me to move those two houses.

--- On Wed, 2/2/11, Stephen Moriarty <[SMORIARTY@fellerssnider.com](mailto:SMORIARTY@fellerssnider.com)> wrote:

From: Stephen Moriarty <[SMORIARTY@fellerssnider.com](mailto:SMORIARTY@fellerssnider.com)>  
Subject: RE: CFTC v. Prestige, et al.  
To: "'Ken Lee'" <[klee88@prestigeventures.com](mailto:klee88@prestigeventures.com)>, "'dalee26@yahoo.com'" <[dalee26@yahoo.com](mailto:dalee26@yahoo.com)>  
Date: Wednesday, February 2, 2011, 12:58 PM

As I stated in my prior e-mail, I am not agreeable to an extension of "weeks". Please identify for my consideration a date specific by which you will have vacated the properties.

Stephen J. Moriarty, Esq.

Fellers, Snider, Blankenship,

Bailey & Tippens, P.C.

100 N. Broadway Ave., Suite 1700

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e-mail: [smoriarty@fellerssnider.com](mailto:smoriarty@fellerssnider.com)

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---

**From:** Ken Lee [mailto:klee88@prestigeventures.com]  
**Sent:** Wednesday, February 02, 2011 11:37 AM  
**To:** Stephen Moriarty  
**Subject:** Re: CFTC v. Prestige, et al.

I thank you for any consideration. We are trying now to do something. If you can give me an extra week or two I hope to be able to find some place to move to.

Thank you and I do appreciate your consideration.

----- Original Message -----

**From:** Stephen Moriarty  
**To:** 'Ken'; 'dalee26@yahoo.com'  
**Sent:** Wednesday, February 02, 2011 10:23 AM  
**Subject:** RE: CFTC v. Prestige, et al.

Real estate taxes are past due on both properties.

I have requested, but have never received proof of current insurance. I assume there is no insurance in place.

I need immediate access to the properties as we are entering a "selling" season.

While I **MIGHT** be willing to consider an extension of a couple of days, your requested extension of "weeks" is not acceptable. You have known for over two months (since the Court Order of 11/29/10) that this day would come. You have had over two months to accumulate the funds to pay for a relocation.

Please advise when you will voluntarily vacate the premises. If I do not hear back from you by 5:00 p.m. CDT on Friday, February 4, 2011 I will assume you will not voluntarily vacate and I will be forced to take appropriate action.

Stephen J. Moriarty, Esq.

Fellers, Snider, Blankenship,

Bailey & Tippens, P.C.

100 N. Broadway Ave., Suite 1700

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---

**From:** Ken [mailto:klee88@prestigeventures.com]  
**Sent:** Monday, January 31, 2011 4:12 PM  
**To:** Stephen Moriarty  
**Subject:** Re: CFTC v. Prestige, et al.

I just received the message about the motion being denied.

I am destitute have absolutely no funds to move or even find a place to live. I know this is not your problem, but I do ask that we have an extension to be able to make some sort of arrangements about getting out.

Can you give us a couple more weeks or so to vacate. At least I will have a social security check that we can use to find some place to live.

When I say we have no funds, I mean absolutely no funds to live on or pay any sort of rent.

Please do all that you can for us

Thank you,

----- Original Message -----

**From:** Stephen Moriarty

**To:** 'klee88@prestigeventures.com'

**Sent:** Monday, January 31, 2011 4:06 PM

**Subject:** FW: CFTC v. Prestige, et al.

The 10<sup>th</sup> Circuit Court of appeals has denied your request for a stay of execution of the judgment (see attached). I will give you until Monday, February 7, 2011 to vacate the premises. Please advise as to your compliance.

Stephen J. Moriarty, Esq.

Fellers, Snider, Blankenship,

Bailey & Tippens, P.C.

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---

**From:** Stephen Moriarty  
**Sent:** Thursday, January 13, 2011 1:49 PM  
**To:** 'klee88@prestigeventures.com'  
**Subject:** CFTC v. Prestige, et al.

Please see attached correspondence and attachments.

Stephen J. Moriarty, Esq.

Fellers, Snider, Blankenship,

Bailey & Tippens, P.C.

100 N. Broadway Ave., Suite 1700

Oklahoma City, OK 73102

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**EXHIBIT "D"**

**Stephen Moriarty**

---

**From:** autoemail@showings.com  
**Sent:** Sunday, March 27, 2011 2:15 AM  
**To:** Stephen Moriarty  
**Subject:** Showing Report :: 1660 JORRINGTON STREET

**CENTRALIZED SHOWING SERVICE**  
MORE SHOWINGS    MORE FEEDBACK    MORE EFFICIENT

SHOWING REPORT :: 1660 JORRINGTON STREET

**Listing Information**

1030369  
1660 JORRINGTON STREET  
MOUNT PLEASANT, SC 29466

This is your Listing Showing Report. A showing was generated recently on your listing. Below is the list of showings this property has had.

Total number of Showings: 20



**Showings**

**Saturday, Mar 26, 2011 10:00 AM-12:00 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Friday, Mar 25, 2011 11:00 AM-1:00 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK:  
Not a neighborhood that is on my clients short list. No further interest.

**Thursday, Mar 24, 2011 4:30 PM-5:30 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK:  
offer submitted

**Monday, Mar 21, 2011 3:30 PM-4:30 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK:  
I apologize for not sending this yesterday...I thought I did. My client liked the house and it is a consideration. The backyard with a little work is beautiful. There seems to be a wet/moldy spot in the pantry lower left. There are also a few spots on the floor where the glue has lifted. All in all, a nice

home with some TLC and removal of wallpaper.

**Thursday, Mar 17, 2011 11:45 AM-1:45 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK:  
too much work needed to these clients (Wallpaper, paint, carpet)

**Tuesday, Mar 15, 2011 4:00 PM-4:30 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK:  
This home should be \$300-310k. If the owner has any interest in selling it at that price, please let us know. It's not worth \$350k. Very nice house otherwise.

**Friday, Mar 11, 2011 11:45 AM-12:45 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Monday, Mar 7, 2011 10:00 AM-11:00 AM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Friday, Mar 4, 2011 3:30 PM-5:30 PM**

SHOWING TYPE & RESULT: Showing / Cancelled by Agent  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Friday, Mar 4, 2011 3:30 PM-5:30 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Thursday, Feb 24, 2011 1:30 PM-2:30 PM**

SHOWING TYPE & RESULT: Showing / Setup  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Wednesday, Feb 16, 2011 1:30 PM-3:30 PM**

SHOWING TYPE & RESULT: Showing / Declined By Seller  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Saturday, Feb 5, 2011 11:00 AM-1:00 PM**

SHOWING TYPE & RESULT: Showing / Declined By Seller  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Friday, Jan 21, 2011 1:00 PM-2:00 PM**

SHOWING TYPE & RESULT: Showing / Showing Inst. Restriction

SECOND SHOWING? No

FEEDBACK: No feedback given.

**Wednesday, Jan 19, 2011 2:30 PM-4:30 PM**

SHOWING TYPE & RESULT: Showing / Declined By Seller  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Monday, Jan 10, 2011 12:45 PM-2:45 PM**

SHOWING TYPE & RESULT: Showing / Showing Inst. Restriction  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Sunday, Jan 2, 2011 10:00 AM-12:00 PM**

SHOWING TYPE & RESULT: Showing / Showing Inst. Restriction  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Wednesday, Dec 15, 2010 10:00 AM-11:00 AM**

SHOWING TYPE & RESULT: Showing / Showing Inst. Restriction  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Friday, Dec 10, 2010 9:30 AM-11:30 AM**

SHOWING TYPE & RESULT: Showing / Showing Inst. Restriction  
SECOND SHOWING? No

FEEDBACK: No feedback given.

**Wednesday, Dec 8, 2010 1:00 PM-2:00 PM**

SHOWING TYPE & RESULT: Showing / Declined By Seller  
SECOND SHOWING? No

FEEDBACK: No feedback given.

For information regarding this email, contact the listing agent.  
This email was generated on 3/27/2011 1:12 AM CT and sent to [SMORJARTY@fellerssnider.com](mailto:SMORJARTY@fellerssnider.com).

**EXHIBIT “E”**



AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL



1. PARTIES: This legally binding Agreement entered into on 3/21/2011 between, Buyer(s), JOHN MARCUS AGUIA and LOUI AGUIA (hereinafter called "BUYER"), and Seller(s), Stephen J. Moriarty, Court appointed Receiver for Prestige Ventures (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: BUYERS, JTRAS Corp, Kenneth Lee and Sheila Lee

THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot Block Section Subdivision BELLEVUE PARK WEST

Address 1660 JORRINGTON STREET

Tax Map # 594-12-00-487 City MOUNT PLEASANT Zip 29466

County of CHARLESTON, State of South Carolina.

Seller represents that the property is connected to [ ] public sewer system or to [ ] septic tank or to [ ] public water or to [ ] well system or to [ ] other

No personal property will convey as a part of this sale, except as described: ALL APPLIANCES IN HOME

3. CONVEYANCE SHALL BE MADE: Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before 4/12/2011, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. POSSESSION: Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy. Three Hundred Twelve Thousand Five Hundred

5. PURCHASE PRICE shall be \$ 30,000 (Three Hundred Twelve Thousand Five Hundred dollars)

6. METHOD OF PAYMENT: Purchase price shall be paid as follows: [ ] Cash; or [ ] Subject to Financing. Financing to be obtained by [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Other terms:

7. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 3000 Buyer and Seller authorize Weichert Rentals as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by [ ] Cash, [ ] Check, or [ ] Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE FORM 310 PAGE 1 of 6

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum 80 % loan (loan-to-value ratio) within 3 consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within 10 consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16. FHA Mortgage Insurance  will  will not be added to the mortgage. VA funding fee  will  will not be added to the mortgage.

9. CLOSING COSTS: Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:  
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.  
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: N/A

10. HOME PROTECTION PLAN COVERAGE: Both parties understand that a third party home warranty Plan  will  will not be issued at closing. If applicable, the warranty premium will be paid at closing by the  Buyer  Seller not to exceed \$ 300.

11. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at 5 o'clock P M. on 3/23/2011 unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 7 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. ADJUSTMENTS: Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. The  Buyer or the  Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-530 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. RISK OF LOSS OR DAMAGE: In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

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16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement: (check one)**

Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure Statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

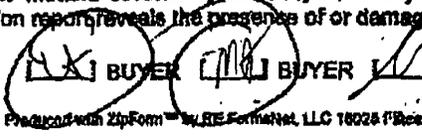
Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by 7 DAYS FROM CLOSING. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

*Acceptance*

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied,  The Buyer  The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before 7 DAYS FROM RATIFICATION. Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) Repairs: The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) Residential Dwellings Built before 1978: (check one of the following)

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on \_\_\_\_\_ (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have \_\_\_\_\_ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) Disclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. APPRAISED VALUE: (check one)

This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price.

This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at  Buyer's  Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

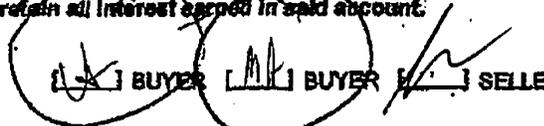
This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker  may  may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

  BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

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26. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

28. **CONTINGENCIES:** These stipulations shall preempt printed matter herein, attach and reference addendum if necessary. SELLER TO PRODUCE AFFIDAVIT OR DOCUMENT SUPPORTING ITS RIGHT TO SELL HOME IN 10 DAYS.  
SUBJECT TO BUYER'S COMPLETE SATISFACTION OF HOME INSPECTION WITHIN TIMES ALLOTTED. IF BUYER IS NOT SATISFIED, THEY MAY TERMINATE CONTRACT AT NO PENALTY.  
THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER X [Signature] Date 3/21/11 Time 9:39 pm

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

BUYER X [Signature] Date 3/21/11 Time 9:39 pm

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER [Signature] Date 3/23/11 Time 12:58 p.m.

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

BUYER LISTING AGENT AND COMPANY WEICHERT REALTOR

SELLING AGENT AND COMPANY KELLER WILLIAMS

SELLING AGENT IS PRESENTING THIS OFFER AS A  BUYER'S AGENT OR  SUBAGENT OF THE SELLER.  
ESCROW AGENT ACKNOWLEDGMENT [Signature]

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR. REALTOR is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. It is expressly prohibited to the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS. The foregoing form may not be added, revised, or changed without the prior written consent of the South Carolina Association of REALTORS.

**EXHIBIT “F”**



OMB Approval No. 2502-0265

### A. Settlement Statement (HUD-1)

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: NC11-1635TN	7. Loan Number: 12959771	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. Name and Address of Borrower:</b> John Marcus Aguayo and Lori E. Aguayo 1660 Jorrington Street Mount Pleasant, SC 29466	<b>E. Name and Address of Seller:</b> Kenneth W. Lee and Sheila M. Lee 1100 Queensborough Boulevard, Ste 102 Mt. Pleasant, SC 29464 Ph. (843)856-9800	<b>F. Name and Address of Lender:</b> Shelter Mortgage Company, LLC 4000 W. Brown Deer Rd. Brown Deer, WI 53209
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<b>G. Property Location:</b> 1660 Jorrington Street Mount Pleasant, SC 29466 Charleston County, South Carolina Lot 30 Berleigh @ Park West TMS No.: 594-12-00-488	<b>H. Settlement Agent:</b> Weeks & Irvine, LLC 1100 Queensborough Boulevard, Ste 102 Mt. Pleasant, SC 29464 Place of Settlement: 1100 Queensborough Boulevard, Ste 102 Mt. Pleasant, SC 29464	<b>I. Settlement Date:</b> April 13, 2011
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J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	312,500.00	401. Contract sales price	312,500.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	11,271.41	403.	
104.		404.	
105.		405.	
<b>Adjustments for Items paid by Seller in advance</b>		<b>Adjustments for Items paid by Seller in advance</b>	
106. HOA Master 385/yr 04/13/11 to 01/01/12	277.41	406. HOA Master 385/yr to	
107. Only Tx (974.77) to		407. Only Tx (974.77) to	
108. HOA Amenity 115/yr 04/13/11 to 01/01/12	82.66	408. HOA Amenity 115/yr to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	324,131.68	420. Gross Amount Due to Seller	312,500.00
<b>200. Amounts Paid by or in Behalf of Borrower</b>		<b>500. Reductions in Amount Due Seller:</b>	
201. Deposit or earnest money	3,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	250,000.00	502. Settlement charges to Seller (Line 1400)	19,009.17
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506. Dep. retained (\$3,000.00)	3,000.00
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for Items unpaid by Seller</b>		<b>Adjustments for Items unpaid by Seller</b>	
210. HOA Master 385/yr to		510. HOA Master 385/yr 01/01/11 to 04/13/11	107.59
211. Only Tx (974.77) 01/01/11 to 04/13/11	272.40	511. Only Tx (974.77) 01/01/11 to 04/13/11	272.40
212. HOA Amenity 115/yr to		512. HOA Amenity 115/yr 01/01/11 to 04/13/11	32.14
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	253,272.40	520. Total Reduction Amount Due Seller	22,421.30
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at settlement to/from Seller</b>	
301. Gross amount due from Borrower (line 120)	324,131.68	601. Gross amount due to Seller (line 420)	312,500.00
302. Less amount paid by/for Borrower (line 220)	( 253,272.40)	602. Less reductions due Seller (line 520)	( 22,421.30)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	70,859.28	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	290,078.70

By signing page 2 of this statement the signatories acknowledge receipt of a completed copy of page 1 of the two page statement.

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA-covered transaction with information during the settlement process.

L. Settlement Charges				Paid From	Paid From
				Borrower's	Seller's
				Funds at	Funds at
				Settlement	Settlement
700. Total Real Estate Broker Fees			\$ 18,750.00		
Division of commission (line 700) as follows:					
701. \$ 9,375.00	to Keller Williams Realty				
702. \$ 9,375.00	to Weichert Realtors Palmetto Coast				
703. Commission paid at settlement					15,750.00
704. Deposit Ref'd By Selling Agent	to Weichert Realtors Palmetto Coast		\$3000.00 (POC)		
705.					
<b>800. Items Payable in Connection with Loan</b>					
801. Our origination charge			\$ 3,289.00	(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen			\$ 270.00	(from GFE #2)	
803. Your adjusted origination charges				(from GFE #A)	3,559.00
804. Appraisal fee	to Zetrower Appraisal			(from GFE #3)	375.00
805. Credit Report	to Credco HTTP			(from GFE #3)	50.00
806. Tax service	to First American Real Estate Tax Service			(from GFE #3)	74.00
807. Flood certification	to Corelogic Tax Services, LLC			(from GFE #3)	11.00
808.				(from GFE #3)	
809.				(from GFE #3)	
810.				(from GFE #3)	
811.				(from GFE #3)	
<b>900. Items Required by Lender to Be Paid in Advance</b>					
901. Daily interest charges from 04/13/11 to 05/01/11	18 @ \$36.458300/day	(from GFE #10)			658.25
902. Mortgage insurance premium for months to		(from GFE #3)			
903. Homeowner's insurance for 1.0 years to State Farm		(from GFE #11)			2,807.00
904. Flood insurance	1.0 years to State Farm			POC:8379.00	
905.		(from GFE #11)			
<b>1000. Reserves Deposited with Lender</b>					
1001. Initial deposit for your escrow account		(from GFE #9)			1,094.58
1002. Homeowner's insurance	3.000 months @ \$ 233.92 per month		\$ 701.78		
1003. Mortgage insurance	months @ \$ per month		\$		
1004. Property taxes			\$ 695.66		
County Taxes	7.000 months @ \$ 99.38 per month				
City/Town Taxes	months @ \$ per month				
Assessments	months @ \$ per month				
1005.			\$		
1006.	months @ \$ per month		\$		
1007. Flood insurance	3.000 months @ \$ 31.56 per month		\$ 94.74		
1008.			\$		
1009. Aggregate Adjustment			\$ -397.58		
<b>1100. Title Charges</b>					
1101. Title services and lender's title insurance		(from GFE #4)			1,384.00
1102. Settlement or closing fee	to Fellers Snider		\$		485.00
1103. Owner's title insurance to Stewart Title Guaranty Company		(from GFE #5)			258.76
1104. Lender's title insurance to Stewart Title Guaranty Company			\$ 774.00		
1105. Lender's title policy limit	\$ 250,000.00				
1106. Owner's title policy limit	\$ 312,500.00				
1107. Agent's portion of the total title insurance premium	to Lowcountry Title of Charleston, LLC		\$ 722.93		
1108. Underwriter's portion of the total title insurance premium	to Stewart Title Guaranty Company		\$ 309.83		
1109.					
1110.					
1111.					
1112.					
1113.					
<b>1200. Government Recording and Transfer Charges</b>					
1201. Government recording charges	to Charleston County Register of Deeds	(from GFE #7)			35.00
1202. Deed \$ 10.00	Mortgage \$ 25.00	Releases \$	Other \$		
1203. Transfer taxes		(from GFE #8)			
1204. City/County tax/stamps	Deed \$ 1,156.25	Mortgage \$			1,156.25
1205. State tax/stamps	Deed \$	Mortgage \$			
1206.					
1207.					
<b>1300. Additional Settlement Charges</b>					
1301. Required services that you can shop for		(from GFE #6)			
1302. Pest Inspection	to Homeland Protection		\$1r PD per contract		85.00
1303. HOA Neighborhood Fee	to Berkleigh HOA				289.32
1304. Berkleigh Start Up Fee	to Berkleigh HOA				400.00
1305. See add'l disb. exhibit	to				277.50
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					11,271.41
					19,009.17

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower

John Marcus Aguayo

Lori E. Aguayo

Seller

Stephen J. Moriarty- as Receiver for  
Prestige Ventures Corp., Panamanian corporation,  
Kenneth Wayne Lee and  
Shelle M. Lee

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Weeks & Irvine, LLC, Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	3,289.00	3,289.00
Your credit or charge (points) for the specific interest rate chosen	# 802	270.00	270.00
Your adjusted origination charges	# 803	3,559.00	3,559.00
Transfer taxes	#1203		

Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	65.00	35.00
Appraisal fee	# 804	400.00	375.00
Credit report	# 805	50.00	50.00
Tax service	# 806	74.00	74.00
Flood certification	# 807	11.00	11.00
<b>Total</b>		<b>600.00</b>	<b>545.00</b>
Increase between GFE and HUD-1 Charges		\$ -55.00 or	-9.17%

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001	1,077.06	1,094.58
Daily interest charges	# 901 \$ 36.458300/day	692.71	656.25
Homeowner's insurance	# 903	2,700.00	2,807.00
Flood insurance	# 904		379.00
Title services and lender's title insurance	#1101	1,115.00	1,384.00
Owner's title insurance to Stewart Title Guaranty Company	#1103	200.00	258.76

**Loan Terms**

Your initial loan amount is	\$ 250,000.00
Your loan term is	30 years
Your initial interest rate is	5.2500 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	\$ 1,380.51 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in _____ years on _____.
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$364.88 that results in a total initial monthly amount owed of \$1,745.39. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

<b>HUD-1 Attachment</b>
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**Borrower(s):** John Marcus Aguayo and Lori E. Aguayo  
 1660 Jorrington Street  
 Mount Pleasant, SC 29466  
**Lender:** Shelter Mortgage Company, LLC  
**Settlement Agent:** Weeks & Irvine, LLC  
 (843)856-9800  
**Place of Settlement:** 1100 Queensborough Boulevard, Ste 102  
 Mt. Pleasant, SC 29464  
**Settlement Date:** April 13, 2011  
**Property Location:** 1660 Jorrington Street  
 Mount Pleasant, SC 29466  
 Charleston County, South Carolina  
 Lot 30  
 Berkeleigh @ Park West  
 TMS No.: 594-12-00-488

**Additional Disbursements**

Payee/Description	Note/Ref No.	Borrower	Seller
Park West Master Association Park West Working Capital Fee		192.50	
Southern Community Services HOA Estoppel Fee		85.00	
CL100 repairs Repairs			300.00
Charleston County Tax Treasurer 2010 County Taxes Due			1,122.24
<b>Total Additional Disbursements shown on Line 1305</b>		<b>\$ 277.50</b>	<b>\$ 1,422.24</b>

**Adjusted Origination Charge Details**

<b>Origination Charge</b>		
Origination Charge		3,289.00
to Shelter Mortgage Company, LLC		
	<b>Total \$</b>	<b>3,289.00</b>
<b>Origination Credit/Charge (points) for the specific interest rate chosen</b>		
Credit/Charge		270.00
to Shelter Mortgage Company, LLC		
	<b>Total \$</b>	<b>270.00</b>
	<b>Adjusted Origination Charges \$</b>	<b>3,559.00</b>

**Reserves Deposited with Lender**

Homeowner's Insurance		701.76
3.000 at 233.92 per month		
County Taxes		695.66
7.000 at 99.38 per month		
Flood Insurance		94.74
3.000 at 31.58 per month		
Aggregate Adjustment		-397.58
month		
	<b>Total \$</b>	<b>1,094.58</b>

**WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.**

## HUD-1 Attachment - Continued

<b>Title Services and Lender's Title Insurance Details</b>	<b>BORROWER</b>	<b>SELLER</b>
Settlement Fee to Weeks & Irvine, LLC	300.00	
Title Search Fee to Weeks & Irvine, LLC	175.00	
Title Insurance Binder to Weeks & Irvine, LLC	100.00	
Courier Fee / Express Mail Fee to Weeks & Irvine, LLC	35.00	
Lender's title insurance to Stewart Title Guaranty Company	774.00	
<b>Total</b>	<b>\$ 1,384.00</b>	<b>\$ 0.00</b>

<b>Settlement or Closing Fee Details</b>	<b>BORROWER</b>	<b>SELLER</b>
Document Preparation to Fellers Snider		450.00
Courier Fee to Fellers Snider		35.00
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 485.00</b>

<b>Owner's Title Insurance</b>	<b>BORROWER</b>	<b>SELLER</b>
Owner's Policy Premium to Stewart Title Guaranty Company	258.76	
<b>Total</b>	<b>\$ 258.76</b>	<b>\$ 0.00</b>

<b>Lender's Title Insurance</b> <small>*fees also shown above in Title Services and Lender's Title Insurance Details</small>	<b>BORROWER</b>	<b>SELLER</b>
Lender's Policy Premium to Stewart Title Guaranty Company	774.00	
<b>Total</b>	<b>\$ 774.00</b>	<b>\$ 0.00</b>

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